

SUMMARY AND ANALYSIS OF THE UNIT 76 EDUCATION ASSOCIATION'S LATEST OFFER TO THE COMMUNITY UNIT DISTRICT NO. 76 SCHOOL BOARD

The members of the Unit 76 Education Association, which includes teachers and educational support staff, are dedicated to providing the highest quality education and educational environment possible to students in our community.

WE BELIEVE IN THE QUALITY OF OUR SCHOOLS

We know it takes the support of all stakeholders to maintain the kind of school system that supports students and enhances the quality of the community. The quality of the school system is a key component in the quality of our community.

Our goal in negotiations has been to offer proposals that protect the educational programs and support the effort to attract and retain high quality staff to serve the students.

We believe Oakwood students need and deserve teachers and educational support staff who are attracted to the school district and want to stay here because of the competitive wages, hours and working conditions.

In recent years, Oakwood teachers and staff have witnessed a high rate of turnover in the teaching staff. It has become common for teachers to be hired in the Oakwood school district and to leave after a few years for other school districts or other professions. The Oakwood school district has invested resources, time and money, in professional development and orientation only to have many of the young teachers leave after only a few years in the district. This year alone 14 teachers resigned after the end of the 13-14 school year. The Oakwood school district has been serving as a training camp for young teachers (many fresh out of college).

This is not good for the students or other staff. Many students often have very inexperienced teachers (first year in district) year after year. The lack of continuity in staff in the district reduces the effectiveness of our educational programs. Thus, the Unit 76 Education Association salary proposals have focused on raising the beginning salary while not reducing the salary potential for veteran staff. We want to retain teachers for more than just a few of their beginning years.

Bargaining for the successor agreement of the 2011-2014 contract (expiring on June 30, 2014) began on February 17, 2014 – well before the scheduled start of the 2014-2015 school year (beginning August 18th, 2014). The Board proposed changes to all but five of the twenty-four articles of the contract and proposed an additional article, making proposed changes to 88 sections of the contract (excluding salary schedules).

This number of proposed changes to a mature contract is quite unusual. Usually, when collective bargaining agreements have existed for a long time, there are minor changes prompted by new laws or

changing situations. For example, the OEA proposed some changes to language due to new evaluation laws.

40 of the Board proposed language changes were accepted as proposed by the Board.

25 of the Board proposed language changes were accepted with modifications.

21 of the Board proposed language changes were withdrawn by the Board.

The only two remaining language items are Board proposed changes to current language.

The parties have reached agreement on all of the articles except Article VIII and Article XXII.

Article VIII TEACHER ASSIGNMENT

The parties have reached agreement on sections A through E. Section F remains unresolved.

The Association proposes to retain the current language on Section F of Article VIII.

Section F. Filling Extra-Curricular Positions

The Board and Administration will first seek qualified teacher volunteers to serve in extra-curricular positions. If no teachers volunteer for such positions, the Board and Administration shall have the authority to assign the positions, with the consent of the teachers. If no teachers consent, the Board and Administration may seek volunteers from qualified ESP and/or qualified members of the community.

1. An employee filling an extra-curricular position may resign the position after one (1) year.
2. Any employee who desires to resign his or her extra-curricular assignment shall notify the building administrator in writing at least ninety (90) days prior to the proposed effective date of such resignation.
3. In the initial assignment to an extra-curricular position, no new employee shall be placed beyond the fifth step indicated on Appendix B (Extra-Curricular Schedule). A current district employee changing positions shall be given credit for each year of extra-curricular service in the district that is within the same category as shown in Appendix D (Extra-Curricular Categories).

The Association believes that the current language should be maintained.

- The language ensures that this is a benefit to certified personnel being offered positions prior to others in the bargaining unit and the community.
- This language addresses the hiring of Extra Curricular positions not the dismissal (other than resignations).

The District claims that extra-curricular positions are At Will positions; the Association differs in that position based on the following facts.

- The board has afforded employees filling extra-curricular positions rights that would deem them as having more rights than an at-will employee.
 - Football coach was afforded a board hearing.
 - Employees were paid for positions because they had not been Rif'd according to the timeline, even though the activity had been cut.
 - Employees have been granted leaves from the positions and allowed to return
 - Employees have been recalled to positions after positions have been cut.

The Association believes that Board policy supports our position that extra-curricular positions are not at will

- Board Policy 5:270 (Employment or At-Will, Compensation, and Assignment)
 - Policy states that exceptions for employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment.
- Board Policy 5:280 (Education Support Personnel)
 - Policy states that under duties and qualifications of ESPs that Coaches and Athletic Trainers are listed as category of employment under ESPs.
 - Being classified as an ESP should afford employees the right of “just cause” dismissal as it is outlined in the collective bargaining agreement and has been tentatively agreed upon in the successor agreement.

ARTICLE XXII ESP SALARY AND ECONOMIC BENEFITS

A. Salary Schedule Incorporation

3. Association proposed to increase the retirement incentive to \$1,500. This retirement incentive is good for both the school district and the Board because it saves money for the district. A retiring employee will normally be replaced by an employee who is lower in pay.

4. Current language allows educational support personnel (ESP) the option of 21 or 26 (27 in calendar years with 53 Fridays) pays to be issued on alternate Fridays.

The Board has proposed eliminating the option for ESPs to have his/her pay spread out over the entire year. This issue does not impact the total amount paid just the time period over which the pay is received.

The Association believes that ESPs should be allowed to continue to choose the manner in which they are paid.

- Paying ESPs on 26 pays does not violate wage earning laws. The law allows collective bargaining agreements to specify the manner in which hourly employees are paid.
- Board Policy also allows non-exempt employees to receive a salary for their wages. Board Policy 5:35
- The current language has not been a subject of any grievance during any previous agreement.
- All other school districts in the Vermillion County area allow their ESPs to have this option for wages.
- The Board's rationale for wanting the proposed change in the language has changed during the course of bargaining. First, the rationale was that allowing ESPs to be paid in 26 pays violated hourly wage laws. On two separate occasions the Association provide the requested documentation. Then, in August the rationale for the proposed change was due to grant funding. It must be noted that the first bargaining session was in February.
- ESPs used to be paid on a 21 pay cycle and ran into issues with paying for benefits which created bookkeeping difficulties for the district.

The Association asserts that the 21/26 pay option is supported by language which has already been tentatively agreed upon.

- April 30: Article 21 subsection b. The Board proposed language (and the Association accepted the changes) regarding the payment of extra-curricular schedule incorporation. It states that all employees employed prior to July 1, 2014 would have the option of 21/26 pay for the incorporation of their extra-curricular salary.

SALARY REMAINS AN UNRESOLVED ISSUE

There are two issues on salary which need to be addressed in order to reach a Tentative Agreement:

- (1) Structure of restructured schedules
- (2) Cost

STRUCTURE OF SALARY/PAY SCHEDULES

- a. The Board proposed a flat dollar (\$) amount for increments. Unit 76 Education Association has proposed modifying the current structure by using 1.8% increments instead of the long standing varying percentage increments of the 13-14 which average about 2%.
- b. Impact of Board's proposed restructured schedule
 - i. Significantly larger percentage (%) increases for newest employees with very meager percentage (%) increases for veteran staff (some would actually receive less on the Board's proposal than they were paid in 13-14).
 - ii. A few employees would receive less pay in 14-15 than if kept on the 13-14 schedule.

- iii. A few employees will continue to be paid on the 13-14 schedule to prevent them being paid less in 14-15 than in 13-14.
- iv. Multiple salary/pay schedules for the same category of employee in order to avoid loss in pay for some veteran employees under the Board proposed new 14-15 and 15-16 schedules.

COST

The Association's salary proposal for 14-15 bargaining unit staff would cost \$3,711,282, which is \$34,091 less than the district paid for bargaining unit staff in 13-14.

The cost is less because the number of 13-14 staff positions not being filled in 14-15 AND there were several 13-14 employees who resigned and were replaced by new employees with less experience (less pay).

The Association's salary proposal for 15-16 bargaining unit staff would cost \$3,853,566, which is \$108,193 more than the district paid for bargaining unit staff in 13-14.

The Association proposed increased beginning pay rates for a teacher with a Bachelor's degree of \$31,198 for 2014-2015 and \$31,510 for 2015-2016 and for a teacher with a Master's degree of \$32,944 for 2014-2015 and \$33,273 for 2015-2016.

The Association proposed the same beginning pay rates for each of the Educational Support Personnel categories as were proposed by the Board: \$11.27 for 2014-2015 and \$11.57 for 2015-2016 for Building Secretary/Teaching Assistant/Library Assistant; \$10.79 for 2014-2015 and \$10.90 for 2015-2016 for Cook/Dishwasher; \$14.61 for 2014-2015 and \$14.88 for 2015-2016 for Custodian/Maintenance; and \$12.89 for 2014-2015 and \$13.34 for 2015-2016 for Custodian.

DISCUSSION OF STRUCTURE ISSUES

INEQUITY IN SCHEDULE

The Board's proposal includes higher than usual increases to the beginning pay for most categories. The Association believes this was proposed in order to attract more applicants to the district. Although the Unit 76 Education Association understands and supports addressing the need to better attract applicants, we see this approach as having an unintended impact.

Even with the Board's higher proposed base the salaries of the more experienced staff would be less than on the current schedule. The district's proposal reduces the salary at several steps on the salary schedule. A few examples of the Board's proposed reduction follow.

A teacher's pay with a Bachelor's degree at various years of experience are listed below.

		Board Proposal	Board Proposal
Experience	13-14 schedule	14-15	15-16

24	\$45,838	\$45,318	\$45,895
26	\$47,582	\$46,560	\$47,152
28	\$49,327	\$47,802	\$48,410
30	\$51,072	\$49,043	\$49,667

Additional examples of how the Board’s proposal to reduce the pay schedule for the more experienced staff are:

The cook with 35 years of experience would make 40 cents per hour less than she would on the 13-14 schedule.

The secretary with 27 years of experience would make 72 cents per hour less than she would have on the 13-14 schedule.

The custodian with 34 years of experience would make \$1.76 per hour less than he would have on the 13-14 schedule.

Each of the three custodian/maintenance employees would make less per hour than he would have on the 13-14 schedule. Those cuts would be 8 cents, 70 cents, or 80 cents per hour less, respectively.

To address such actual cuts in pay when that impact was brought to the attention of the Board, they modified their proposal to “grandfather” those staff members and KEEP them on the 13-14 pay schedules.

The percentage increases for newer staff are significantly higher than those of the more veteran staff. Under the Board’s proposal, the percent increases, over two years from 13-14 to 15-16, range from 12.25% for the newest employees to 2.99% for veteran employees. This means some employees would get a percentage increase more than FOUR TIMES that of the most senior employees.

The morale of the more veteran staff would suffer greatly from such inequity. How can people who have been with the district for only a year or two be given much higher raises than those who have been loyal employees of the district for years (even decades) without impacting the morale of staff?

The lower maximum pay will not only decrease the employee’s lifetime earnings, the retirement benefits will be lowered for the rest of the person’s life.

MULTIPLE PAY SCHEDULES FOR SAME EMPLOYEE CATEGORY

The Board’s proposal would have had some veteran staff members being paid less in 14-15 than if paid using the 13-14 schedule. When the Association included that as an objection to the Board’s proposal the Board modified their proposal to allow such employees to continue to be

paid on the 13-14 pay schedule by “grandfathering”. Their proposal does not specify how long such employees would continue to be paid on the 13-14 schedule.

This means those people are only getting a minimal experience increase.

The Board proposed approach means the district must keep track of which employees are being paid under which contract. Multiple pay schedules for the same category increase the opportunities for error.

Several employees who have experienced or known of errors in pay and paycheck withholding are troubled by the additional burden on the bookkeeper posed by multiple pay schedules.

INEQUITABLE TREATMENT

Another example of inequitable treatment of employees exists in the assignment of some staff members to the 13-14 schedules but not others.

Employees who would make less under the Board’s proposal in 14-15 than they had earned in 13-14 would continue to be paid on the old schedule.

However, those employees who would make a little more under the Board’s proposal than they earned in 13-14 would earn more on the old schedule than on the Board proposed schedule.

NEED TO RETAIN STAFF

The salaries for veteran staff as proposed by the Board fail to address the need to not only attract people to the district but to be able to keep staff. It would be counterproductive to hire people, spend resources (time and money on professional development) only to have them leave the district in a few years.

BARRIERS TO REACHING AN AGREEMENT INCLUDE:

CHANGE IN ADMINISTRATION

Karen Perry was the superintendent when bargaining was initiated but she left in June 2014. The duties of the superintendent have been shared by two retired superintendents since then.

NUMBER OF BOARD PROPOSED CHANGES

The Board proposed elimination or major changes to a large majority of the sections of the collective bargaining agreement. This number of proposed changes to a mature contract is quite unusual.

Usually, when collective bargaining agreements have existed for a long time, there are minor changes prompted by new laws or changing situations. For example, the Unit 76 Education Association proposed some changes to language due to new evaluation laws.

The number of proposed changes by the Board came as a complete surprise to the Association since the superintendent had exchanged emails with the president of the Association on “compact bargaining.” Compact bargaining, as practiced in Oakwood in the previous contract bargaining, was an agreement between the parties to bring a limited number of items to the table. The Board also agreed to meet for an extended period for a few meetings within a short time-frame.

The parties met at 9:00 a.m. on February 17th, a non-school day, with the whole day scheduled for bargaining. The Association presented its prepared proposed changes to the contract. The Board did not have a prepared proposal and left the table for five (5) hours. The Board came back to the table with a massive list of proposed changes to the contract.

BARGAINING FORMAT

The first two bargaining sessions were conducted in the usual bargaining format with all the members of the bargaining teams on site meeting face to face with the ability to hand proposals and tentative agreements across the table to each other.

The next several bargaining sessions were conducted with the Board’s bargaining team spokesperson on Skype (speaking to the team by computer with her image projected onto a wall in the room where other team members were present). The exchange of proposals had to be done by email and the opportunity for interactive discussions was limited.

In the last three bargaining sessions the Board’s spokesperson (St. Louis attorney) was on site. The last one was the mediation session.

INADEQUATE TIME IN MEDIATION

It is typical for there to be multiple mediation sessions when the parties have not been able to reach an agreement in one mediation session.

UNIT 76 EDUCATION ASSOCIATION IS WILLING TO CONTINUE MEDIATION

Unit 76 Education Association is open to exploring more options to modify the salary schedules to increase the beginning pay rates without hurting veteran staff. We requested to meet again with the mediator at the end of the only mediation session. The Association has continued to offer to meet again in mediation.

The Unit 76 Education Association bargaining team has developed alternative salary schedules based on feedback/suggestions/questions posed by the mediator in the sole mediation session.